

## **EXHIBIT B**



*Driven by performance*

**Tooling is the ownership of the supplier. Please note the clause that is on the back of Mahle Engine Components's acknowledgement.**

**TOOL AND DIE CHARGES** Seller shall retain title to and the right to possession of all special tools, dies and molds used in the fabrication of articles to Buyer's blueprints and specifications, even though Buyer may be separately billed for all such tools, dies and molds, except when such tool's are for molds, patterns etc. for casting products. The tools, dies and molds paid for by the Buyer under separate invoice shall be used for the manufacture of goods to Buyer's orders. If no orders are received from Buyer requiring the use of such tooling for a period of seven (7) years, Seller may consider the same obsolete and destroy such tooling after notification to the Buyer in writing giving the buyer 3 months to respond. In the event special tools, dies or equipment are disposed of, any future orders are subject to an additional retooling charge.

Seller shall be under no liability for loss of tooling resulting from fire, theft or other causes beyond its control, whether or not this results from the negligence of any employee or subcontractor of Seller.

## TERMS AND CONDITIONS